

AGREEMENT

BETWEEN

THE CITY OF LONG BRANCH

AND

PBA Local #10

LONG BRANCH PATROLMAN'S BENEVOLENT ASSOCIATION

LOCAL #10

X January 1, 1982 - December 31, 1983

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PREAMBLE

THIS AGREEMENT is made and entered into on this 9th day of September, 1982, by and between the City of Long Branch, a municipality in the County of Monmouth, State of New Jersey, and hereinafter referred to as the "City" and the Long Branch Patrolman's Benevolent Association, Local No. 10, hereinafter referred to as the "Association", and

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the City and the Association and to establish a basic understanding relative to the rates of pay, hours of work and other conditions of employment consistent with law, and

WHEREAS, while it is recognized that the New Jersey Civil Service Act and Rules and other State and Federal law may have application to the relations between the parties hereto, and it is intended that such law shall apply where relevant, the fact that such law is not specifically referred to at all times in this Agreement shall not be taken to mean that such law does not apply where relevant, and

WHEREAS, it is understood and agreed that some of the terms of this Agreement may enlarge upon and expand the rights of the employees created by existing New Jersey law, and

WHEREAS, it is understood and agreed that this Agreement shall, in no way, be interpreted to reduce or limit any employee rights created and protected by the Laws of New Jersey, specifically, but not limited to N.J.S.A. 40A:14-118 through and inclusive of 40A:14-176 are to be binding upon the parties, and

WHEREAS, the Mayor and the Chief Administrative Officer of the City of Long Branch have negotiated with the members of the Association with regard to this Agreement, and

WHEREAS, this Agreement has been approved by the City Council of the City of Long Branch pursuant to a resolution adopted on the

9th day of September, 1982;

NOW, THEREFORE, in consideration of the mutual promises and mutual covenants herein contained, the parties agree as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The City hereby recognizes the Association as the sole and exclusive representative of all patrolmen and officers as the negotiating unit for the purpose of collective bargaining and all activities and processes relative thereto. Unless otherwise indicated, the terms "police officer", "police officers", "patrolman", "patrolmen", "employee", "employees", "office" or "officers", as used in this Agreement, refer to all persons represented by the Association.

Section 2. This Agreement shall govern all wages, hours and other conditions of employment hereinafter set forth.

Section 3. The City shall permit members of the Association Negotiating Committee to attend mutually scheduled collective bargaining meetings during working hours without loss of pay and the City shall also permit members of the Association Negotiating Committee to attend unilateral meetings with its attorney or an Officially Designated Representative during duty hours without loss of pay. The Association shall submit a list of the names of the Association Negotiating Committee to the City so that the City will know which individual should be excused, with a maximum limit of five names.

ARTICLE II

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself without limitation, all powers, rights, authority duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

2. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of the City of Long Branch. Such powers to the City shall be limited to the Statutes of New Jersey governing Public Employee Relations (PERC) and any amendments thereto enacted during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authorities, duties and responsibilities under R.S. 40 and R.S. 11, or any other national state, county or local laws or ordinances.

ARTICLE III

DISCRIMINATION

Consistent with the New Jersey Employer-Employee Relations Act, and other State and Federal Law, its supplements and amendments, there shall be no discrimination, interference or coercion by the City or any of its agents against the employees represented by the Association because of membership or activity in the Association. Neither the City nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE IV

MANAGEMENT MANUAL

Section 1. The City shall prepare a manual containing all its rules and regulations so as to establish standard operating procedures. The manual shall contain job descriptions in which rank, scope, duties and requirements shall be clearly delineated. The manual shall be issued to each employee as part of regular equipment.

Section 2. The City will consult with the Association as to the contents of the manual. The City shall furnish the first draft of said manual within three (3) months from the signing of this Agreement and shall furnish the completed manual within six (6) months of the signing of this Agreement.

ARTICLE V

POLICEMEN'S BILL OF RIGHTS

A. Members of the Police Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the City.

The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Police Department. These questions may require investigations by Superior Officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(a) The interrogation of a member of the Police Department shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the Police Department is on duty;

(b) The member of the Police Department shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Police Department is being interrogated as a witness only, he should be so informed at the initial contact;

(c) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary;

(d) The interrogation of the member shall not be recorded unless the member agrees and is advised of charges;

(e) The member of the Police Department shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise

of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts;

(f) If a member of the Police Department is under arrest or likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court;

(g) If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or is about to be so charged, he shall be afforded an opportunity to consult with counsel or P.B.A. representative before any further interrogation.

B. An employee may see his personnel file upon request. If an employee wishes to answer or supplement any material found in his personnel file, he may do so and his written statement shall become part of the personnel file.

C. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Long Branch Police Department.

ARTICLE VI

SALARIES

Section 1.

The annual base salary for 1982 for each of the classifications shown shall be as follows:

Probationary Patrolmen (Entire Year)	\$ 13,728
Second Year Patrolmen	16,029
Third Year Patrolmen	17,575
Fourth Year Patrolmen	19,121
Patrolmen, Maximum	20,952
Sergeants	22,789
Lieutenants	24,325
Captains	25,861

Section 2.

Those salary rates reflected in Section 1. above represent a 7% increase for all rates in 1982. Those employees eligible for step increases shall receive such increases on their anniversary dates. The 7% increase for 1982 shall be retroactive to January 1, 1982, taking into account for adjustment purposes said anniversary dates.

Section 3.

Effective January 1, 1983, the annual base salary for each of the classifications shown shall be as follows:

Probationary Patrolmen (Entire Year)	\$ 13,728
Second Year Patrolmen	16,029
Third Year Patrolmen	17,575
Fourth Year Patrolmen	19,121
Fifth Year Patrolmen	20,952
Patrolmen, Maximum	22,628
Sergeants	24,612
Lieutenants	26,271
Captains	27,930

Section 4.

All employees who are eligible for step increases for 1983 shall receive said increases effective January 1, 1983.

Section 5.

Patrolmen at maximum in 1982, Sergeants, Lieutenants and Captains shall receive an 8% increase above their annual base salary rate for 1982 effective January 1, 1983.

Section 6.

It is understood that no step increases or adjustments in annual pay shall be granted in 1984 prior to ratification by both the City and the Association of a new agreement for the year 1984.

Section 7.

Any employee, from whatever classification, assigned to the Detective Division, shall receive, in addition to base salary \$375.00 for the years 1982 and 1983.

ARTICLE VII

HOURS AND OVERTIME

Section 1.

The basic work week for uniformed patrolmen and detectives is forty (40) hours within a seven (7) day period.

Section 2.

Overtime shall be paid at the rate of time and one-half (1½) to all employees working in excess of the normal forty (40) hour week.

Section 3.

Employees shall perform police duties in shifts determined by the Director of Public Safety.

Section 4.

A normal work shift shall be eight (8) hours.

Section 5.

During each shift, employees shall be entitled to sufficient eating time within the said eight (8) hour shift.

Section 6.

Where an employee is required to appear in any court or quasi-court during a time other than normal duty time, he shall be paid for his appearances as follows:

Straight time or compensatory time off. The City shall pay the straight time or compensatory time off, at its discretion, within six (6) months of the time of the appearance.

Section 7.

If the City requires the employee's attendance during the employee's non-working hours, the employee shall be paid time and one-half (1½) for such attendance. The employee shall not be paid less than four (4) hours at time and one-half (1½) for said attendance

ARTICLE VIII

LONGEVITY

The City shall add an increment of \$300.00 to the base pay of each employee for every five (5) years of service. This increment shall be included in computations for payment of overtime. This Article shall be in full force and effect for the years 1982 and 1983.

ARTICLE IX

OUTSIDE EMPLOYMENT

Section 1.

Employees shall consider their employment with the City as their primary occupation. Any outside employment must not interfere with an employee's performance of duties for the City.

Section 2.

Employees planning to engage in outside employment shall first submit, in writing, the name or names of their prospective outside employer to the Director of Public Safety for approval.

Section 3.

All outside and job-connected assignments (for example, parades and sports events) shall be meted out by the City on an equitable and rotating basis.

ARTICLE X

PROBATIONARY EMPLOYEES

Section 1.

Newly hired employees shall remain probationary until after the completion of twelve (12) months of service from the date of completion of the Police Training Course. Upon the completion of said period, such employee shall enjoy seniority status from the date of initial employment.

Section 2.

No seniority rights shall be given during the probationary period.

Section 3.

Discharge or disciplinary action of probationary employees shall be governed by the provisions of Civil Service rules and regulations.

ARTICLE XI

CLOTHING ALLOWANCE

Section 1. Each newly hired employee shall be supplied with one (1) set, as determined by custom, of uniforms by the City.

Section 2. All employees, except those in the Detective Division, shall receive from the City an annual uniform allowance of \$375.00 in 1982 and \$375.00 in 1983. All employees, except detectives, shall submit vouchers to their Superior Officers in order to obtain the above referred to clothing allowance and each employee shall be able to submit vouchers up to the above amounts each year for clothing. The voucher submitted by the employee shall not be altered in regards to the quantity or type of clothing requested as long as it is job related clothing. It is understood that the store to be picked for the clothing will have a voucher system chosen according to the New Jersey State Law by the City of Long Branch. The detectives shall receive their clothing allowance as a cash allotment each year. The 1983 cash allotment shall be paid on or about April 1, 1983.

Section 3. Employees assigned to the Detective Division shall receive from the City an annual cash allotment of \$375.00 for 1982 and \$375.00 for 1983 for the purchase of clothing utilized in their division.

Section 4. The City shall replace all clothing damaged in the line of duty.

Section 5. For the year 1983 each employee shall receive a \$100.00 maintenance allowance which shall be paid on or about April 1, 1983.

Section 6. This Article shall be effective retroactively as of January 1, 1982.

ARTICLE XII

PENSIONS

The City shall continue to make contributions as heretofore to provide pension and retirement benefits to employees covered by this Agreement under the Police and Firemen's Retirement System pursuant to the provisions of the statutes and laws of the State of New Jersey.

ARTICLE XIII

SICK LEAVE

Section 1. Existing benefits as governed by Civil Service and municipal ordinances shall apply unless modified hereinafter.

Section 2. The City shall not send "sick slips" to the home of the employee.

Section 3. Absence must be reported to the desk at least two (2) hours before the employee's shift starts unless there is a bonafide reason for not being able to report. Failure to report as prescribed shall result in loss of pay for period of absence.

When an employee retires said employee shall be entitled to 40% of his accumulated sick days pay not exceeding \$5,000.00 in total. The retiring employee shall, if possible, advise the Director of Public Safety of the employee's intention to retire by November 1st of the year prior to the year of retirement so that budget requirements may be met and so provided. In the event of an employee's death, such payment shall be made to the beneficiary as indicated on the employee's retirement form.

ARTICLE XIV

INJURY LEAVE

Section 1. If any employee is injured on the job or off the job but is acting in the capacity of a Police Officer, then the City shall pay the employee's full salary, minus whatever State Disability, Workmen's Compensation or other benefits the employee receives, and when the State Disability, Workmen's Compensation Benefits, or other benefits run out then the City shall pay the full salary and this shall continue to be paid by the City to the employee until the employee is physically able to return to work. Said payment shall not exceed one (1) calendar year unless an extension is approved by the City, which consent shall not be unreasonably withheld. Whenever possible, the said Workmen's Compensation Benefits, State Disability Benefits, or other benefits may be deducted from the pay of the injured employee if the employee is receiving the benefits directly.

Section 2. All days that the employee is out because the employee was injured on the job or off the job but is acting in the capacity of a Police Officer shall not count against entitled sick

days under the provisions of this Contract.

Section 3. If any employee is injured off the job and is not acting in the capacity as a Police Officer, then the employee shall be entitled to take whatever accumulated sick and vacation leave that has accrued until they run out.

ARTICLE XV

VACATIONS

Section 1. Civil Service and Municipal Ordinances relating to Vacation Leave shall apply unless modified hereinafter.

Section 2. Vacation Leave shall be earned as follows:

One to Twelve Years of Service - 15 Working Days

Thirteen or more Years of Service - 20 Working Days

Section 3. Eligibility shall be computed as of the first day of the month hired.

Section 4. Vacation leave shall begin on the day following a day off of the employee.

Section 5. Selection shall be based on seniority.

Section 6. The vacation leave of ranking officers shall be separate and distinct from the vacation leave of patrolmen.

Section 7. Any employee who is entitled to vacation leave at the time of retirement shall receive the earned leave which has not been taken or the monetary equivalent thereof.

Section 8. Vacations may be split upon the approval of the Director of Public Safety. Said splits shall not exceed three in minimums of one week duration except in extenuating circumstances with the approval of the Director of Public Safety.

Section 9. Vacation Leave may be accumulated for a two (2) year calendar period,

ARTICLE XVI

HOLIDAYS AND PERSONAL DAYS

Section 1. The present practice of holidays shall continue and all employees shall receive, in lieu of holidays, fourteen (14) days pay at straight time rate to be paid on November 30th of each year in one lump sum, whether worked or not.

Section 2. Should the Federal Government declare another holiday or holidays, same shall be added to the existing fourteen (14) days pay.

Section 3. For the year 1983, three (3) personal days shall be granted in addition to vacation days. Said days may be taken only when requested at least 72 hours in advance except in unusual circumstances as approved by the Director of Public Safety.

ARTICLE XVII

BEREAVEMENT LEAVE

Section 1. Each employee shall be entitled to leave with pay for three (3) days upon the death of a member of his immediate family. When funeral arrangements are conducted out of State two (2) additional days may be granted at the discretion of the Director of Public Safety. Immediate family members shall be understood to mean: father, mother, spouse, children, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents or grandchildren.

ARTICLE XVIII

HOSPITAL, MEDICAL AND LIFE INSURANCE

Section 1. The present practice under the State Health Plan shall continue.

Section 2. City shall provide life insurance coverage in the amount of \$5,000.00 on the life of each employee, who has the sole right to name the beneficiary.

ARTICLE XIX

DENTAL INSURANCE

The City shall continue in full force and effect the Group Dental Plan which went into effect July 1, 1981.

ARTICLE XX

FALSE ARREST, LIABILITY AND OTHER INSURANCE

The City shall obtain and maintain, at no expense to the employee, insurance for false arrest, malicious prosecution, assault and battery and liability for acts and omissions within the scope of the employment provided the City can obtain same. "Scope of Employment" shall also include, but is not limited to, outside job-connected assignments. Proof that such insurance has been secured by the City must be provided to the Association at the signing of this agreement.

ARTICLE XXI

BULLETIN BOARD

The City shall provide a bulletin board in a conspicuous location at headquarters for the use of the Association for posting notices concerning Association business and activities. All such notices shall be posted only upon the authority of officially designated Association representatives and shall not contain salacious, inflammatory or annoying material.

ARTICLE XXII

AUTHORIZED SALARY DEDUCTIONS

The City, in compliance with Chapter 233, P.L. 1969, agrees to the following conditions:

(a) Upon receipt of a duly signed authorization from each individual employee, the City shall deduct monthly membership dues and initiation fees. Remittance of deductions shall be made to the Secretary-Treasurer of the Association.

(b) The amount of monthly dues and initiation fees will be certified in writing by the Association and the amount shall be uniform for all members.

(c) Dues deducted from employees pay will be transmitted by check as directed within fifteen (15) calendar days after the deductions have been made, together with a list of names showing employees for whom deductions have been made.

(d) The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Association to the City.

(e) Pursuant to State law governing "Agency Shop", the City will forward, in the manner set forth herein, to the Association, eighty-five (85%) percent of the prevailing monthly dues for each employee who has not submitted a duly signed authorization, such payment will represent a legal deduction from each affected employee's wages.

ARTICLE XXIII

REMOVAL, SUSPENSION, FINE, DEMOTION AND ALL DISCIPLINARY ACTION

Section 1. Civil Service provisions shall apply as to removal, suspension, fine demotion and all other disciplinary action.

ARTICLE XXIV

GRIEVANCES

Section 1. A grievance shall include any combination of circumstances because of which the employee or Association is dissatisfied with work conditions, and any and all disputes, controversies and conditions of any nature whatsoever, as related to this Agreement.

Section 2. A grievance does not include disputes, circumstances, controversies and conditions which fall within the jurisdiction of the Civil Service Commission or within the jurisdiction of the Employer-Employee Relations Commission.

Section 3. Probationary employees shall be considered as employees for the purpose of Section 1 and 2 of this Article, except that probationers cannot grieve discharge.

Section 4. Employees expressly reserve their equitable and/or legal remedies and nothing herein shall be construed as a waiver of same.

ARTICLE XXV

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Step One. The grievance shall be taken up first with the appropriate superior in the chain-of-command in an attempt to resolve the matter informally to that level.

Section 2. Step Two. If, as a result of the foregoing discussion (Step One), the matter is not resolved within five (5) calendar days, or if the said superior does not act within said time, (which shall be treated as an inability to resolve), it shall be discussed by the employee affected or Association and with the Captain in charge in an effort to resolve the matter informally at that level.

Section 3. Step Three. If, as a result of the foregoing discussions (Step Two), the matter is not resolved within said time (which shall be treated as an inability to resolve), any involved party may then file with the Director of Public Safety a written statement setting forth the nature of the grievance with a request that the Director of Public Safety try to resolve same.

Section 4. Step Four. If, as a result of Step Three, the Director of Public Safety is not able to resolve the matter within five (5) calendar days after receiving the written statement of the grievance with a request to try to resolve same, or if no action is taken within the said time (which shall be treated as an inability to resolve), any party involved may then submit a like written request to the Chief Administrative Officer. If the Chief Administrative Officer cannot resolve the matter within ten (10) days after receiving the written statement of grievance, or if the Chief Administrative Officer does not act within the said time (which shall be treated as an inability to resolve), any involved party may submit the grievance to arbitration in accordance with the next following section.

Section 5. If the matter is not resolved by the Chief Administrative Officer (Step Four) within the specified ten (10) days, or if no action is taken within said time (which shall be treated as an inability to resolve), any party involved may, within an additional twenty (20) days (30) days from the date the Chief Administrative Officer first received the written grievance), submit the matter to arbitration, as follows:

(a) A written request shall be made to the New Jersey Public Employment Relations Commission to submit, in accordance with their rules, a list of arbitrators from which the parties may select an arbitrator;

(b) The rules and procedure of the New Jersey Public Employment Relations Commission shall be followed by the arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from or modify any of the terms of this Agreement or to establish or change any wage rate. The decision shall be binding and final. Any fees or administrative charges for arbitration shall be borne equally. Witness fees and other expenses shall be borne by the parties incurring such expenses.

Section 6. It is expressly understood that the City or the Employee or Association, as the case may be, shall not waive any legal and/or equitable remedies, if any, and may resort to the courts at any time. Moreover, if questions arise regarding the violation, application or interpretation of a Statute, such questions shall be resolved by the courts.

ARTICLE XXVI

CITIZEN'S REQUEST FOR CHARGES

Whenever a citizen shall request that the Police Department take departmental action of any kind, against an employee, the following procedure shall be followed where the matter is not otherwise cognizable under the Civil Service Act and Rules, or not cognizable under the grievance Articles of this Agreement:

(a) A written statement detailing, with particularity, the citizen's allegations shall be prepared. The citizen shall swear to the truth of the allegations before a person authorized to take such oaths. A copy of the sworn statement shall be given to the employee.

(b) The statement shall be submitted to the City Attorney, who shall conduct an investigation to determine whether there is clear and convincing evidence to support the citizen's allegation.

(c) Should the City Attorney find that there is clear and convincing evidence to support the allegations, then he shall prepare a written report of his findings and decision to the Director of Public Safety. The employee shall be given a copy of the City Attorney's report.

(d) If the City Attorney finds that there is no clear and convincing evidence to support the citizen's allegations, no further action shall be taken against the employee. If, on the other hand, the City Attorney finds that there is such evidence to support the allegations, the Director of Public Safety shall hold a hearing for the employee. Such hearing shall be in accordance with the Civil Service Act.

(e) If the hearing results in a determination which is adverse to the employee, the aggrieved employee has a right to avail of his Civil Service remedies or his remedies set forth in the grievance Articles of this Agreement, whichever remedy is applicable.

ARTICLE XXVII

EVALUATIONS AND JOB REFERENCES

Section 1. Evaluations of employees shall be governed by Civil Service Law. The guidelines established by Civil Service shall govern evaluations of the employees.

Section 2. Whenever an evaluation of any employee is made, the employee who is evaluated shall be entitled to a copy of said evaluation, including, but not limited to, remarks and comments made. The said copy shall be simultaneously furnished to the employee.

Section 3. Every evaluation shall contain a clear and concise statement of the facts upon which the evaluation is based.

Section 4. Each employee who is evaluated shall have the right to review such evaluation with the supervisor who made the evaluation. Such employee shall be given at least ten (10) days from his receipt of the copy of the evaluation in which to prepare and deliver his written answer, if any, to the evaluation.

ARTICLE XXVIII

REIMBURSEMENT FOR JOB-CONNECTED EXPENSES

Section 1. The City shall pay for all expenditures, not otherwise compensable by the City, incurred by the Employee in the performance of duties or in the performance of job-related functions. The prior approval of the Director of Public Safety shall be required before any such expenditures are incurred or reimbursed.

Section 2. While the following list shall not be considered to be exhaustive, the following reimbursements shall be made:

(a) Use of personal automobile - thirty (30¢) cents per mile plus parking and tolls.

(b) A vehicle may be provided to an employee for all job related travel such as, court appearances, training sessions, etc.

The prior approval of the Director of Public Safety shall be required before any such expenditures are incurred or reimbursed.

Section 3. The City shall pay the reasonable expense of attorneys fees for an employee when an attorney is required by the employee concerning a matter which involves job related activity or which might be reasonably related to job related activity.

Therefore, the City shall pay all necessary expenses for legal advice and representation in a defense of any civil charges or allegations brought in any legal action, or in the event any criminal or quasi criminal charges are brought against any employee out of any action arising out of the performance of any employee's duty, providing such charges are not initiated by the City. It is understood that the employee shall have the right to choose counsel and that counsel shall be paid a reasonable fee for legal services as determined by the City Attorney. The City shall pay for the above legal expenses within three (3) months of submission to the Director of Public Safety.

ARTICLE XXX
SAVING CLAUSE

Section 1. If any provision of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstance shall not be affected thereby.

Section 2. If any such provisions are so invalid, the Employer and this Association shall meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XXXI
DURATION OF AGREEMENT

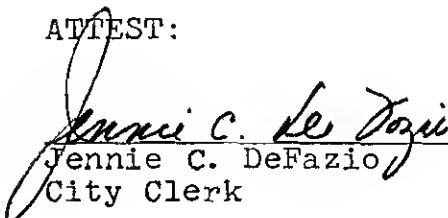
Section 1. This Agreement shall be effective as of January 1, 1982, to and including December 31, 1983.

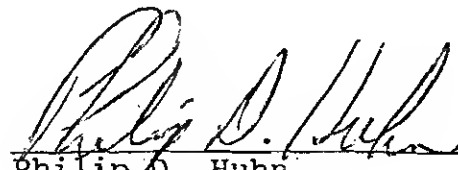
Section 2. Not less than ninety (90) days prior to the expiration of the term of this Agreement, either party shall notify the other party regarding the commencement of negotiations for entering into a new Agreement. Upon such notice, one party to the other as herein recited, within thirty (30) days of such written notice to the other party, both parties shall commence negotiations for a new Agreement.

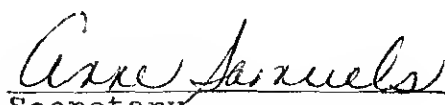
Section 3. If this Agreement expires while a new Agreement is being negotiated, the parties agree to keep this Agreement in effect pending the new Agreement. However, it is clearly understood that the new Agreement will take effect as of January 1, 1984.

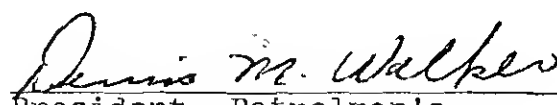
IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this 9th day of September, 1982.

ATTEST:


Jennie C. DeFazio
City Clerk


Philip D. Huhn
Mayor


Secretary,
PBA Local #10


President, Patrolman's
Benevolent Association
Local #10
Long Branch, New Jersey

MEMORANDUM OF UNDERSTANDING

OUTSIDE RECREATIONAL ACTIVITIES

It is the intent of the Long Branch Patrolman's Benevolent Association, Local 10, and the City of Long Branch, that both parties recognize that there is no right to a claim for a loss of wages, salary and other benefits under the Contract as a result of any injuries sustained in outside recreational activities such as softball, basketball, etc.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at the City of Long Branch, Monmouth County, New Jersey, on this 9th day of September, 1982.

Attest:

Joanie C. Lee Doyle
City Clerk

THE CITY OF LONG BRANCH, N. J.

Philip D. Huhn
Philip D. Huhn, Mayor

LONG BRANCH PATROLMAN'S
BENEVOLENT ASSOCIATION, LOCAL 10

Attest:

Dennis M. Walper
President

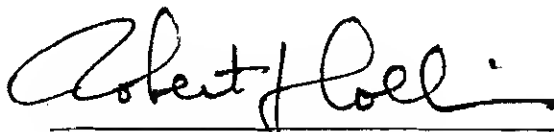
ROBERT J. COLLINS
BUSINESS ADMINISTRATOR

October 19, 1982

To: Dennis M. Walker, President
Patrolman's Benevolent Association, Local #10

Re: 1982-1983 Contract

As per your question of this morning regarding the sick leave as subject to the 1982 and 1983 contract, since no change was intended the days that were in effect prior to this contract will remain in effect for the duration of this contract. This means that 15 sick days shall be granted for each calendar year based on 1½ days per month.



ROBERT J. COLLINS
Business Administrator

RJC:al

cc:J.Edwards, Personnel